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ABSTRACT

The collective bargaining agreement between the Glendale Community College District and the Glendale College Guild is presented. This contract, covering the period from November 16, 1988 through June 30, 1991, deals with the following topics: bargaining agent recognition; district rights; guild rights; grievance procedures; work stoppages; hours (including basic and office hours, teaching loads, assignment limitations, credit by examination, counselor attendance at meetings, and assignment travel time); leaves of absence; salaries; evaluation procedures and personnel files; minimum and maximum class size, including the formula for large lecture classes; health and welfare benefits; miscellaneous provisions concerning physical examinations and physician reports, payroll deductions, division chair load reductions, academic senate release time, and other matters; the effect of the agreement; and duration, termination, and negotiations. Appendixes provide information on salary schedules, summer session agreements, work year definitions, faculty evaluation, instructional television, an optional reduced workload program, and a professional services agreement. (JMC)

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COLLECTIVE BARGAINING AGREEMENT

GLENDALE COMMUNITY COLLEGE DISTRICT

and

GLENDALE COLLEGE GUILD - LOCAL 2276
OF THE
AMERICAN FEDERATION OF TEACHERS

November 16, 1988 - June 30, 1991

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STATEMENT OF AGREEMENT

AGREEMENT

THIS AGREEMENT is made and entered into this 16th day of November, 1988 by and between the GLENDALE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the "District," Glendale College Guild - Local 2276 of the AMERICAN FEDERATION OF TEACHERS, hereinafter referred to as the "Guild," and constitutes the sole agreement between the parties. The term "District" as used throughout this Agreement is intended to include the governing board and the Superintendent/President and other management personnel, unless otherwise indicated by the context in which used.

ARTICLE I
RECOGNITION

The District hereby recognizes the Guild as the exclusive representative of the employees specified herein:

Included:

All certificated employees specifically including: Instructor, Regular Full-Time, College Credit; Instructor, Part-Time, College Credit; Instructor, Adult Education; Instructor, Long-Term Contract Substitute; Instructor, Temporary Contract Substitute; Instructor, Long-term Non-contract Substitute (two weeks or more) while on an extended assignment; College Specialist; Counselor; Student Personnel Worker; Nurse; Nurse, Part-time; Librarian; Director of Athletics; Division Chairpersons.

Excluded:

All other employees including: Instructor, Day-to-day Substitute Employees; and all Management, Supervisory and Confidential Employees.

Those designated as "included" above will be referred to in this Agreement as "employees" or "unit members." The term "personnel" refers to the broader group of all persons utilized by the District to perform services, including unit members.

This unit may be revised by mutual written agreement. Disputes relating to this Article shall be handled pursuant to applicable PERB proceedings rather than the grievance and arbitration provisions of this Agreement.

ARTICLE II
DISTRICT RIGHTS

Section 1. General

This Article is intended to insure that the District retains all rights and powers which it has not agreed to limit in the other Articles of this Agreement. This Article is not intended, nor shall it be construed as waiving the rights of individual unit members under the Education Code or other statutes, or waiving or otherwise diminishing the rights of the Guild or of unit members as provided in other Articles of this Agreement. If there is a direct conflict between the District's rights as stated in this Article and the rights of unit members or of the Guild as set forth in some other Article of this Agreement, the language of the latter shall prevail. Also, it is recognized that many of the following subject matters fall within the scope of consultation under Article III; this Article is not intended to limit such consultation rights, but rather to indicate that the final decision in such matters lies with the District.

Section 2 Enumerated District Rights.

All matters not included within the scope of negotiations in Government Code 3543.2, and also all matters and rights not limited by the terms of the other Articles of this Agreement, are reserved to the District. It is agreed that such reserved rights include, but are not limited to, the exclusive right and power to determine, implement, supplement, change, modify or discontinue, in whole or in part, temporarily or permanently, any of the following:

A. The legal, operational, geographical, and organizational structure of the District, including the chain of command, division of authority, organizational divisions and subdivisions, boundaries, and advisory commissions and committees;

B. The financial structure of the District, including all sources and amounts of financial support, income, funding, taxes and debt, and all means and conditions necessary or incidental to the securing of same, including compliance with any qualifications or requirements imposed by law or by funding sources as a condition of receiving funds; all investment policies and practices; all budgetary matters and procedures, including the budget calendar, the budget formation process, accounting methods, fiscal and budget control policies and procedures, and all budgetary allocations, reserves, and expenditures;

C. The acquisition, disposition, number, location, types and utilization of all District properties, whether owned, leased, or otherwise controlled, including all facilities, grounds, parking areas and other improvements, and the personnel, work, service and activity functions assigned to such properties;

D. The methods, quality, quantity, frequency and standards of service, and the personnel, vendors, supplies, and materials to be used in connection with services to the public; the lawful subcontracting of services to be rendered and functions to be performed for the public, including but not limited to support, construction, maintenance and repair services;

E. The selection, assignment and utilization of personnel not covered by this Agreement, including but not limited to substitutes and management, to do work which is normally done by persons covered hereby;

F. The educational policies, procedures, objectives, goals and programs, including but not limited to those relating to curriculum, course content, textbook selection, educational equipment and supplies, admissions, attendance, student transfers, advancement, guidance, grading, testing, records, health and safety, conduct, discipline, transportation, food services, extra-curricular and co-curricular activities, and emergency situations, and the substantive and procedural rights and obligations of students, faculty, other personnel and the public with respect to such matters;

G. The selection, assignment, classification, direction, promotion, demotion, discipline, termination, layoff and retirement of all personnel of the District subject to Education Code limitations; affirmative action and equal employment policies and programs; the assignment of employees to any location, and also to any facilities, classrooms, functions, activities, academic subject matters, classes, and departments; and staffing patterns, including but not limited to the determination as to whether, when and where there is a job opening;

H. The job classifications and the content and qualifications thereof;

I. The duties and standards of performance for all employees; and whether any employee adequately performs such duties and meets such standards, subject only to the provisions of Article IX - Evaluation Procedures;

J. The dates, times and hours of operation of District facilities, functions, and activities, subject to the provisions of Article VI - Hours;

K. Safety and security measures for students, personnel, and the public, including the various rules and duties for all employees with respect to such matters;

L. The rules, regulations and policies for all personnel, students and the public; and

M. The administration of all employee health and benefit plans.

Section 3. Non-Enumerated District Rights

All other rights of the District not expressly limited by the provisions of this Agreement are also reserved to the District even though not enumerated in Section 2, and the provisions of the other Articles of this Agreement constitute the only contractual limitations upon the District. The exercise of any right reserved to the District herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner.

Section 4. Exceptions

It is agreed that the contractual rights of the Guild and of the employees are set forth in other Articles of this Agreement and that this Article is not a source of such rights. Accordingly, any dispute arising out of or in any way connected with either the existence of or the exercise of any of the rights of the District set forth hereinabove or any other rights of the District not expressly limited by the terms of this Agreement, or arising out of or in any way connected with the effects of the exercise of any of such rights, is not subject to the grievance and arbitration provisions of Article IV. However, nothing herein shall preclude the filing of a grievance under other Articles which are subject to the grievance procedure.

ARTICLE III
GUILD RIGHTS

Section 1. Access to Employees and Facilities.

The District shall permit authorized Guild representatives access to contact employees concerning Guild business during the non-teaching hours of the employee(s) being contacted. In no event shall a Guild representative interrupt or interfere in any way with normal work.

The Guild may utilize District facilities during non-duty hours for the purpose of organizational meetings subject to reasonable regulation, provided that such use does not interfere with previously authorized facility use, or with custodial or security schedules.

Section 2. Bulletin Boards.

The Guild may use faculty bulletin boards in areas frequented by employees including the College Campus, Montrose Campus, Glendale High School Adult Education Office and Roosevelt Jr. High School. All such postings shall be dated and identify the responsible Guild officer.

Section 3. Mail Boxes.

The Guild may use the College mail boxes to communicate with employees regarding lawful Guild business. The College shall provide a mail box to the Guild at each campus for which there is a site director or coordinator assigned.

The Guild assumes full legal responsibility for the content of its communications, and hereby agrees to hold the District harmless against any claims or liabilities arising out of such communications. Any such communications must be dated and bear the name of the responsible Guild officer.

Section 4. Board of Trustees Agenda.

The Guild President shall receive an advance copy of the complete Board of Trustees meeting agenda. The Guild shall have the right to appear and make a presentation at Board meetings under the "Special Presentations" agenda item, provided that notice of such intention is given to the District early enough to appear on the printed agenda. In addition, the Guild shall be

entitled to representation at all regular Board meetings and a representative shall be seated at the resource table.

Section 5. Dues Deductions.

When drawing orders for salary payments to employees covered by this Agreement, the District shall reduce the order by the amount which has been voluntarily authorized in writing by the employee to be deducted for the purpose of paying the regular monthly dues of the employee in the Guild. Current authorization cards on file with the District need not be resolicited under this Agreement. Such a dues deduction authorization shall remain in effect until withdrawn in writing. The District shall on a monthly basis remit to the Guild an amount equal to the total of the dues deductions made during the month, and shall furnish to the Guild a list of all employees affected together with the amount deducted for each.

The Guild shall hold the District harmless against any claim or liability arising from actions taken by the District pursuant to this section.

Section 6. No Reprisals.

The District shall not engage in any reprisal against an employee for belonging to the Guild, serving on the Guild negotiating team, participating in the grievance procedures of Article IV, or participating in other lawful and legitimate activities of the Guild.

Section 7. List of Employees.

The District shall, by October 1, and March 1, furnish the Guild with an up-to-date listing of the names, addresses, telephone numbers, assignment and work locations of all employees. Those who have requested confidentiality shall not have their addresses and numbers included on the list. An addendum list showing revisions only shall be furnished November 15 and April 15. The Guild shall use this information for internal non-commercial purposes only.

Section 8. Released Time.

Released time shall be granted to Guild representatives for grievance resolutions as provided in Article IV. Released time equivalent to 50% of an employee's basic load shall be granted to Guild representative(s)

for the purpose of negotiations and other Guild business. Scheduling shall be subject to reasonable District control to fit educational program needs and shall be arranged in advance with the appropriate administrator. If an hourly employee is granted released time by the Guild, the District shall pay that employee at the conversion rate of 10% annual released time equal to three hours weekly each semester. Released time greater or less than 10% shall be proportionate.

It is agreed that compliance with this section shall be deemed to satisfy any statutory released time obligations of the District.

Section 9. Consultation Procedures.

A. Committees: The Guild and the Academic Senate shall each have the right to appoint an employee to serve as a representative on any College committees in the areas of student personnel services, curriculum and instruction, campus development, planning and facilities. Excluded are those committees dealing with management functions, confidential matters, personnel matters and collective bargaining matters. Budget-related committees are dealt with in paragraph B below. Nothing in this Article shall preclude the appointment of any other employees to committees.

B. Budget Development: Attendance by Guild and Academic Senate representative(s) shall be permitted when department heads, deans, division chairs or others with budget responsibility make their initial budget presentation to the Superintendent/President, when budget review hearings are conducted by the Superintendent/President and at comparable presentations or hearings. The foregoing notwithstanding, meetings between the Vice President, Administrative Services and the Superintendent/President are excluded, as are administrative retreats and Superintendent/President's Cabinet meetings.

C. Administrative Consultation: In any situation where there is a proposed Board policy change which has not been the subject of prior consultation with the Guild, or which has not been the subject of consideration by one of the committees which has a Guild appointed member, or which has not been the subject of consideration by the Academic Senate (including but not limited to the use of the College Governance Process), the Guild shall have the right, upon request, to meet and consult with administration prior to final adoption. At least two weeks shall be allowed for such consultation, except in emergency situations. It is understood that appearance of such a matter on a Board Agenda shall constitute notice to the Guild.

D. It is agreed that prior to subcontracting any educational services, the District shall consult with the Guild as provided in this Article.

E. It is agreed that compliance with this section shall be deemed to satisfy any statutory consultation obligations which the District may have.

ARTICLE IV
GRIEVANCE PROCEDURES

Section 1. General Provisions and Definitions

A. A "grievance" is an allegation by a unit member that the District has violated an expressed provision of this Agreement and that by reason of such violation the grievant's rights have been adversely affected. All other matters and disputes of any nature are beyond the scope of these procedures. Also excluded from these procedures are those matters so indicated elsewhere in this Agreement. The District shall be the respondent in all cases, rather than any individual District representative. The Guild may itself be the grievant only with respect to an alleged violation by the District of rights specifically granted to the Guild in this Agreement. If any group of unit members has the same grievance, one unit member may, with the written consent of the other group members, file a single consolidated grievance on behalf of all members of the group. The filing or dependency of a grievance shall not delay or interfere with implementation of any District action during the processing thereof.

B. The grievant shall be entitled upon request to be accompanied and represented by a Guild representative at all grievance meetings beyond the informal level. Also, after the grievant and administrator have held their informal meeting, if they mutually desire to hold another informal meeting with a Guild representative present prior to filing a formal grievance, they may do so. In situations where the Guild has not been invited to represent the grievant, the District shall not agree to a final resolution of the grievance until the Guild has received a copy of the grievance and the proposed resolution, and has been given the opportunity to discuss the grievance with the District and to state its views on the matter.

C. A "day," as used throughout this Article, is a day in which the District administrative offices are open for business. Any time limit affected by the Christmas holidays or Spring vacation shall be extended by five (5) days. Time limits herein may be lengthened or shortened in any particular case only by mutual written agreement, and the parties will attempt in good faith to adjust time limit problems which occur beyond Level I as a result of the Summer recess.

Section 2. Informal Level

Before filing a formal written grievance, the grievant shall attempt to resolve it by means of an informal conference with his immediate administrator.

Section 3. Level I

After completing the informal level, if the grievant is not satisfied with the outcome of the informal level, and in no event later than twenty (20) days (see definition above) after the grievant knew or should have known of the occurrence of the act or omission giving rise to the grievance, the grievant must submit such grievance in writing to the administrator who the grievant believes to be responsible for the grievance. The District may then refer the grievance to the administrator who the District considers appropriate.

The written statement shall describe the grievance, including the specific provisions of this Agreement alleged to have been violated, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

A conference shall be held upon request of either party, at which the administrator(s), the grievant and the grievant's representative, if any, are to discuss the matter. The administrator shall communicate a written decision to the unit member and Guild representative, if any, within ten (10) days after receiving the grievance and such action will terminate Level I. The administrator shall state the reason(s) underlying the decision, either in writing or orally.

Section 4. Level II

In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision in writing to the Superintendent/President within ten (10) days after the termination of Level I.

This statement shall include a copy of the original grievance, the decision rendered at Level I, and a statement of the reasons for the appeal. A conference shall be held upon request of either party, at which the Superintendent/President, the grievant, and the grievant's representative, if any, are to discuss the matter.

The Superintendent/President shall communicate a written decision within fifteen (15) days after receiving the appeal and such a decision will terminate Level II. In that decision the Superintendent/President shall state the reason(s) underlying the decision; however, failure to assert any particular defense(s) shall not constitute a waiver.

Section 5. Arbitration

A. Notice. Grievances which are not settled at Level II and which both the grievant and the Guild desire to contest further shall be submitted to arbitration as provided herein, but only if the Guild gives written notice to the District of its desire to arbitrate the grievance within fifteen (15) days after the termination of Level II. It is expressly understood that the only matters which are subject to arbitration are grievances as defined above, which were processed and handled in accordance with the procedures of this Article. Processing and discussing the merits of an alleged grievance by the District shall not constitute a waiver by the District of a defense that the dispute is not grievable.

B. Selection of an Arbitrator. As soon as possible, and in any event not later than five (5) days after the District receives the written notice of the Guild's desire to arbitrate, the parties shall agree upon an arbitrator. If no agreement is reached within said five (5) days, an arbitrator shall be selected immediately from the following list of arbitrators by alternate striking of names until one name remains:

Joseph Gentile
William Rule
Tom Christopher
Robert Meiners
Robert Leventhal
Louis Zigman
Julius Draznin

The party who strikes the first name shall be determined by lot. The arbitrator selected shall, within five (5) days, notify the parties that he is available for hearing within sixty (60) calendar days. If he is not available, the parties shall proceed to select another arbitrator from the above list. If none is available, additional names may be added by mutual consent. If such consent cannot be obtained, the parties shall select an arbitrator from a list to be requested from the Federal Mediation and Conciliation Service, in accordance with the procedures outlined above.

C. Motion to Dismiss. If the District claims that the grievance should be dismissed because, for example, it falls outside the scope of the procedure, or was filed or processed in an untimely manner, or that the dispute has become moot, such a claim may, at the option of the District, be heard and ruled upon by the arbitrator prior to any hearing on the merits of the grievance, with a suitable stay/continuance of not more than fifteen (15) days between such a ruling and any further proceedings which may be necessary. The District may also at its option, and without prejudice, have such a claim heard at the same hearing that the merits of the case are heard.

It is understood that the preceding paragraph is not intended to preclude either party, if it so desires, from seeking or otherwise obtaining a judicial ruling, pursuant to Code of Civil Procedure Sections 1280 et seq., as to the propriety of an actual or threatened arbitral exercise of jurisdiction or authority, or to compel arbitration.

D. Limitations upon Arbitrator. The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of an expressed provision of this Agreement in the respect alleged in the grievance. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him by the respective parties in the presence of each other, and upon arguments presented in briefs. The parties may mutually agree to use expedited arbitration procedures.

This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the arbitrator in the same manner as any other contract under the laws of the State of California. The function and purpose of the arbitrator is to determine disputed interpretations of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall therefore not have authority to decide any issue not submitted or to interpret or apply the Agreement so as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules for contract construction. Past practice of the parties in interpreting or applying terms of this Agreement may be relevant evidence, but shall not be used so as to justify, or result in, what is in effect a modification (whether by addition, subtraction, or revision) of the express terms of this Agreement. The arbitrator shall have no power to render an award on any grievance occurring before or after the term of this Agreement.

The arbitrator may hear only one grievance at a time unless the parties expressly agree otherwise. However, both parties will in good faith endeavor to handle in an expeditious and convenient manner cases which involve the same or similar facts and issues.

E. Arbitrator's Decision. The decision of the arbitrator as provided above shall be final and binding upon the District, the Guild and the grievant.

The Grievance and arbitration procedures described above are to be the Guild's and employees' sole and final remedy for any claimed breach by the District of this Agreement, unless specifically otherwise provided herein. The parties retain their rights to seek judicial review of an arbitration decision pursuant to applicable law.

F. Expenses. All fees and expenses of the arbitrator and all transcript expenses shall be borne by the losing party as determined by the arbitrator. Each party shall bear the expense of the presentation of its own case, except for released time as provided below.

G. Failure to Meet Time Limits. If the grievance is not processed by the grievant and/or the Guild in accordance with the time limits set forth in this Article, it shall not be subject to arbitration, and shall be considered settled on the basis of the decision last made by the District. If the District fails to respond to the grievance in a timely manner at any level, the running of its time limit shall be deemed a denial of the grievance and a termination of the level involved, and the grievant may proceed to the next step.

Section 6. Released Time.

Grievance meetings will be scheduled by the District at mutually convenient times and places. Normally such meetings will be scheduled so that they will not conflict with instructional and professional duties. However, when grievance meetings are scheduled so as to conflict with such duties, reasonable released time without loss of salary will be provided to the grievant and his authorized Guild representative, if any, and to unit members while testifying at arbitration hearings. This constitutes reasonable periods of released time within the meaning of Government Code 3543.1(c).

Section 7. Grievance Files

The above-described grievance documents shall be maintained in a grievance file separate from the personnel files of the participants. Personnel files shall not refer to grievance documents except as necessary to implement an action resulting from the grievance procedure.

ARTICLE V
WORK STOPPAGES

Section 1. Guild Responsibility

Apart from and in addition to existing legal restrictions upon work stoppages, the Guild hereby agrees that neither it nor its officers, agents, or representatives, or persons acting in concert with any of them, shall incite, encourage, participate in or condone any strike, sickout, walkout, slowdown, or other work stoppage of any nature whatsoever during the life of this Agreement for any cause or dispute whatsoever, without regard to whether the underlying dispute is subject to the grievance provisions of Article IV, or to PERB proceedings, or to any other proceedings. In the event of any such work stoppage or threat thereof, the Guild and its officers, agents, and representatives shall take all reasonable steps within their control to end it or discourage it.

Section 2. Employee Responsibility

Any employee who incites, encourages or participates in any such work stoppage (see Section 1), shall be subject to discipline to and including termination.

Section 3. District Responsibility

The District shall not engage in any lockout of employees during the life of this Agreement. A lockout is a refusal to permit employees to perform previously assigned work in an effort to force bargaining concessions from the Guild; it does not include matters such as layoffs, program curtailments, or emergency shutdowns.

ARTICLE VI
HOURS

Section 1. Basic Hours.

Each full-time instructor and student personnel worker shall remain on campus at least thirty (30) hours per week. Each full-time counselor, librarian, specialist and college nurse shall be on campus daily, Monday through Friday, a minimum of thirty-five (35) hours per week. All individual daily schedules (including office hours) shall be submitted to the Superintendent/President for approval. All employees shall spend as much time as necessary, both on campus and off campus, to properly perform their instructional and professional duties, including but not limited to preparation and planning; professional reading; reviewing and evaluating students' work; conferring with students, administration and staff; and attending to department, college, and committee duties and meetings.

Full-time employees are expected to devote themselves to their college duties on a full-time basis; accordingly, no full-time employee may engage in personal business activities or perform personal services for compensation during hours in which the employee would normally be expected to be occupied with his College responsibilities. Also, there shall be no more than six (6) class hours per week extra pay assignments for any full-time employee in any one semester, unless advance written approval is obtained from the Executive Vice President, Instructional Services.

Contract hours on Monday through Friday that are outside the traditional day schedule (8:00 a.m. - 4:30 p.m.) will be assigned without consent only in those instances where enrollments in day classes do not meet minimum standards. Assignments to classes outside the Monday through Friday schedule will be made only with the consent of the instructor.

Section 2. Office Hours.

Each full-time instructor on a Monday through Friday instructional schedule will reserve at least one hour each day as office hours for student consultation, and that information will be posted by the instructor on his office door and made known to students in each class.

Each full-time instructor on a Monday through Saturday instructional schedule will reserve at least one hour each day, on five of the six days involved, as office hours for student consultation, and that information will be posted by the instructor on his office door and made known to students in each class.

Section 3. Teaching Loads

The normal basic teaching load for full-time instructors is fifteen (15) lecture hours per week plus five (5) office hours, for a total of twenty (20) hours; however, there are many variations which are deemed to meet the fifteen (15) lecture hour standard load, such as the following examples:

Technical Education and nursing instructors in various subject matters may range from eighteen (18) to twenty-six (26) class hours per week;

Physical Education instructors may be assigned nineteen (19) class hours per week;

English composition instructors may be assigned fourteen (14) class hours per week;

Typing and Shorthand instructors may be assigned twenty (20) class hours per week;

Instructors assigned to laboratory, studio, performance or similar classes may be assigned twenty (20) class hours per week. If such non-lecture duties are combined with a lecture in the same course, the non-lecture hours are usually computed at two-thirds (2/3) of one (1) lecture hour;

Foreign language instructors may be assigned sixteen (16) hours of instruction per week.

The above-mentioned teaching loads are approximates rather than strict limitations, and they are intended to refer to an overall load during the full academic year. Since the student demand for courses normally varies from semester to semester, it is understood that the guidelines will result in a heavier than normal schedule in one semester followed by a reduced schedule the following semester. If an employee was assigned to teach more or less than the normal load during any particular academic year, the College will, by the end of the following academic year, adjust the instructor's work load accordingly. The period of time in which to make such an adjustment may be extended, in exceptional circumstances, at the discretion of the College.

Section 4. Assignment Limitations.

No instructor will be assigned more than two (2) consecutive lecture hours without his consent. No instructor will be assigned a regular class schedule which on any one day spans more than seven (7) hours, with the exception of extended day assignments, situations where the employee

consents to the extended schedule, or situations where there is no reasonable alternative within the existing staff. An instructor shall not at any one time be assigned classes requiring more than three (3) distinctly different preparations, except when the instructor consents or when there is no reasonable alternative to fill the full work load of full time instructors. Faculty members who have a portion of their regular teaching load in the evening shall have that condition reevaluated each semester.

Section 5. Credit by Examination.

As many as three (3) "credit by examinations" may be administered by each employee each semester as part of the basic work load. A fee of $10 per exam will be paid for each examination administered above that limit. All such examinations are subject to administrative approval and control.

Section 6. Counselor Attendance at Meetings.

Each full-time counselor shall, as part of his regular assignment, be permitted to attend all District-designated general faculty meetings.

Each full-time counselor who is an elected member of the Academic Senate shall, as part of his regular assignment, be permitted to attend all regularly scheduled general Senate meetings.

The above hours designated for the purpose of specified attendance at meetings shall be non-accumulative.

Section 7. Assignment Travel Time.

Each employee will be provided a reasonable time for the purpose of proceeding from one work location to another.

ARTICLE VII

LEAVES OF ABSENCE

Section 1. Sick and Personal Necessity Leave.

Employees shall be granted Sick and Personal Necessity Leaves, with pay, within the following provisions:

A. Sick Leave.

1. Sick leave is the absence of an employee because of illness or injury.

2. Full-time employees shall earn sick leave as follows:

   Ten (10) month employees: Ten (10) days;

   Eleven (11) month employees: Eleven (11) days;

   Twelve (12) month employees: Twelve (12) days;

3. Employees assigned to summer session shall earn sick leave in terms of the proportional relationship which the length of the summer session day bears to the length of the academic day during the regular term.

4. Part-time hourly instructors shall receive one (1) hour of sick leave for each eighteen (18) hours of teaching during the year.

5. An employee may accumulate unused sick leave, without limit. At the beginning of each fiscal year, the employee's sick leave accumulation shall be increased by the number of days or hours of paid sick leave which he would normally earn in the ensuing fiscal year.

   a. Employees who fail to return to service following illness must refund to the District all amounts paid for unearned sick leave.

      No payment or time off will be allowed for unused accumulated sick leave.

6. In addition to full-pay sick leave, an employee shall be entitled to a maximum of one hundred (100) days of sick leave, for any one illness or disability, at fifty percent (50%) of his salary. These days of additional sick leave are not accumulative.

7. The District shall provide an annual statement of accumulated sick leave to all employees.

B. Personal Necessity Leave.

1. A maximum of six (6) full days (or proportionate number of hours for less than full time) of the employee's sick leave time shall be granted each fiscal year for Personal Necessity Leave within the following provisions. The employee using Personal Necessity Leave under this Section shall notify his immediate supervisor as early as possible indicating which of the circumstances listed below necessitates this absence. Upon .return from this absence, the employee shall notify in writing his immediate supervisor of the circumstances necessitating such Leave. Personal Necessity leave shall be granted for the following reasons:

   a. Death of a member of immediate family, if Bereavement Leave is exhausted.

   b. Accident involving the employee's person or property, or the person or property of a member of the employee's im mediate family. Such accident must be serious in nature, involve circumstances the employee cannot reasonably be expected to disregard, and require the attention of the employee during his assigned hours of service.

   c. Appearance of the employee in court as a litigant. The employee return to work in cases where it is not necessary to be absent the entire day.

   d. An appearance of the employee as a witness under an official governmental order for which salary is not allowed under this Section, provided that each date of necessary attendance under such order, other than the date specified in a subpoena, shall be certified to by the Clerk or other authorized officer of a court or other governmental jurisdictions; in any case in which a witness' fee is payable, such fee shall be collected by the employee and remitted to the District Business Office; and the employee must return to work in cases where it is not

necessary to be absent the entire day.

e. A serious illness of a member of the employee's immediate family, which under the circumstances the employee cannot reasonably be expected to disregard and which requires the attention of the employee during assigned hours of service.

f. The birth of a child making it necessary for an employee who is the father of the child to be absent from his position during assigned hours of service.

g. Imminent danger to the home of an employee, occasioned by a factor such as flood or fire, which under the circumstances the employee cannot reasonably be expected to disregard and which requires the attention of the employee during assigned hours of service.

h. Any other significant event, of personal necessity to the employee, which does not disrupt the normal operation of the District and which, in the employee's reasonable judgment, cannot reasonably be disregarded. This personal necessity provision (h) shall not be used during a labor dispute.

Section 2. Health Leave.

A Health Leave may be granted under the following provisions and upon approval by the Board of Trustees:

A. Eligibility: A Health Leave may be granted to probationary or permanent certificated employees.

B. Procedural requirements: Requests for Health Leaves must be submitted on the appropriate form provided by the District. The request for a Health Leave must be accompanied by a written statement by the attending physician recommending the leave for health reasons.

C. Length of leave: The District may request periodic verification of the employee's continued disability and inability to return to duty.

D. Compensation: Upon request, employees granted full-time Health Leaves will be entitled to receive regular pay to the extent of available sick leave (see Section 1 above), and while remaining on paid status receive Health and Welfare Benefits as provided in this Agreement. A Health Leave granted for less than full-time shall not entitle

the employee to be paid for time not worked.

Section 3. Pregnancy, Maternity Disability and Infant Care Leave of Absence.

A. Optional Unpaid Portion: The District may, upon application and approval, grant an unpaid pre-childbirth leave of absence to a pregnant employee prior to the period of actual disability.

B. Utilization of Sick Leave: During that period of time during which the employee is physically disabled and unable to perform her regular duties due to pregnancy, miscarriage, childbirth and recovery therefrom, she shall be permitted to utilize her accrued sick leave pursuant to Section 1 of this Article. This provision, which permits a paid leave to be taken while on an unpaid leave, is an exception to the general rule that paid leaves can only be taken from active duty.

C. Physician Certifications: A pregnant employee who elects not to apply for an unpaid pre-childbirth leave pursuant to Paragraph 1 above shall be permitted to continue on active duty until such date as she and her physician determine that she must absent herself due to pregnancy disability, provided that she can and does continue to perform the full duties and responsibilities of her position. The employee must also supply to the District her physician's certification as to the beginning and ending dates of actual pregnancy-related disability for which sick leave is claimed, and her physician's release to return of active duty.

D. Infant Care: After the period of disability, the employee shall, upon written request, be placed on an unpaid status for purposes of infant care, for the remainder of the school year in which the childbirth occurred, and may at the discretion of the District be extended as much as an additional school year.

Comparable unpaid leave for the purpose of infant care shall be made available to an employee who is the father of a newly-born child.

Section 4. Sabbatical Leaves.

Employees may be granted a Sabbatical Leave for not less than one (1) semester nor more than two (2) consecutive semesters (which may be separated by a summer intersession) under the following conditions, and upon approval by the Board of Trustees. If two (2) semesters are to be requested, both must be requested in the same application.

ARTICLE VII
LEAVES OF ABSENCE

A. Purpose of Sabbatical Leave: A sabbatical leave is granted for the purpose of improving the value and quality of work in the District through enrichment of the employee's experiences and training.

B. Eligibility: The employee must have been employed full-time for at least six (6) consecutive years (or equivalent for contract employees on less than full-time service) of full-time paid service, none of which may be while on sabbatical. This six (6) year (or equivalent) requirement must be met between any two sabbaticals. The District may, at its discretion, require that the employee's health be approved by a physician. A sabbatical leave may be denied due to the lack of a suitable replacement. If an employee is denied a sabbatical leave because no replacement is available, the employee shall receive priority consideration in subsequent years.

C. Determination of Nominees: The Executive Vice President, Instructional Services will receive all requests for sabbatical leaves of absence. Following the deadline for receipt of requests, an evaluation will be made in terms of conditions established herein. Such evaluation is to be conducted by a committee chaired by the Executive Vice President, Instructional Services and consisting, additionally, of an administrator designated by the Superintendent/President, three faculty members appointed by the Academic Senate and three faculty members appointed by the Guild. The recommendations from that committee will be reviewed by the Superintendent/President, who will determine which nominees to submit for Board consideration. The Board shall, at its discretion, make the final decision.

D. Conditions for Determining Nominees: The nominations of candidates for sabbatical leaves shall be governed by:

1. Potential of future service to the District and students.

2. Relative merits of reasons for desiring leave.

3. History of previous leaves (normally priority of selection will be given applicants who have not had a sabbatical leave in the District).

4. Seniority.

E. Determination of Number of Leaves to be granted, if any:

For the 1988-89 through 1990-91 school years, the equivalent of four (4) full-time leaves shall be budgeted by the District. The number to be granted for subsequent years shall be subject to negotiations.

F. Types of Sabbatical Leaves:

1. Formal study.

2. Occupational Experience.

3. A combination of study and travel.

4. Creative work or original contribution to the employee's educational field.

5. Research.

G. Applications: Applications must be made in writing on approved forms not later than November 15 for sabbaticals beginning the fall semester of the following school year and not later than March 15 for sabbaticals beginning the spring semester of the following school year. Applicants will be notified by the District as to final action on their applications no later than February 15 for fall semester requests and no later than May 15 for spring semester requests.

H. Compensation:

1. During the school years 1988-89 through 1990-91, an employee on sabbatical leave shall receive compensation equivalent to 75% of the regular placement on the instructor's basic salary schedule (excluding extra compensation of any type) that he would have received had he been on duty, and shall receive health and welfare benefits at the same level as he would have received had he been employed on a regular basis.

2. The compensation shall be paid the employee while on sabbatical leave of absence in the same manner as if the employee were working in the District, upon the furnishing by the employee of a suitable bond indemnifying the District against loss in the event the employee fails to render the agreed upon period of service following the return of the employee from the leave of absence. As a condition of being granted a sabbatical leave of absence, the employee shall agree in writing to return to duty in the District following the expiration of the leave of absence for a period of service equal to twice the period of the granted leave.

I. Additional Compensation: Additional compensation is compensation for services of the employee during the period of sabbatical leave other than compensation granted by the District. Additional compensation received by the employee in excess of employee's salary while on sabbatical leave may, if not approved in advance by the Board, be deductible from the leave salary paid by the District. Additional assistance from such recognized sources of aid to study, research, and travel, such as scholarships, will not constitute additional compensation.

J. Reports:

1. Valid transcripts or appropriate evidence shall be filed verifying the work done according to the type of leave offered in "F" above.

2. After returning from leave, the employee shall present a written report and an oral summary, describing the activities of the employee together with the employee's appraisal of the professional value of the experience or knowledge gained while on leave.

Section 5. Military Leave.

A. Leave of absence for military service shall be granted as provided in the appropriate federal statute, and shall be without pay. The written request for such leave shall be submitted to the District on the appropriate form provided by the District.

Section 6. Bereavement Leave.

Employees shall be granted a Bereavement Leave within the following provisions:

A. Employees shall be allowed regular pay for not more than three (3) working days when absent on account of the death of any member of his immediate family. Bereavement Leave with pay may be extended to a maximum of five (5) days when one way travel of five hundred (500) miles or more is necessary in connection with the bereavement.

B. Immediate Family: Father, father-in-law, mother, mother-in-law, brother or sister of the employee, grandparents, grandchild of the employee or of the spouse of the employee, spouse, son, daughter,

son-in-law, daughter-in-law, or any relative living in the immediate house hold of the employee.

Section 7. Jury Duty and Witness Leave.

Employees shall be granted Jury Duty and Witness Leave within the following provisions:

A. Leave of absence for jury service shall be granted for the period of the jury service. The employee shall receive full pay while on leave provided that the jury service fee for such leave is assigned to the District and the subpoena or court certification is filed with the District. Request for jury service leave should be made by presenting the official court summons to jury service to the employee's immediate supervisor.

B. Leave of absence to serve as a witness in a court case shall be granted an employee when he has been served a subpoena to appear as a witness, not as the litigant in the case. The length of the leave granted shall be for the number of days in attendance in court as certified by the clerk or other authorized officer of the court. The employee shall receive full pay during the leave period, provided that the witness fee for such leave is assigned to and the subpoena or court certification is filed with the District. Request for leave of absence to serve as a witness should be made by presenting the official court summons to the employee's immediate supervisor.

C. Leave of absence to serve as a witness in a court case shall be granted an employee who is a litigant in the case when such litigation involves an action arising out of employment by the District. The length of the leave granted shall be for the number of days in attendance in court as certified by the clerk or other authorized officer of the court. The employee shall receive full pay during the leave period, provided that the witness fee for such leave is assigned to and the subpoena or court certification is filed with the District. Request for leave of absence to serve as a witness should be made by presenting the official court summons to the employ ee's immediate supervisor.

D. The jury service fee and witness fee assignment to the District by the employee, referred to in A, B and C respectively, does not include transportation expenses.

E. An employee who has received leave of absence under this rule shall make himself available for work during days when his presence is not required in court.

Section 8. Industrial Injury or Illness Leave.

Employees shall be granted Industrial Injury or Illness Leave, with pay, within the following provisions:

A. An employee absent from duty because of a verified and reported industrial injury or illness resulting from his regular assignments, and qualifying under the provisions of the Workers' Compensation Insurance Law, shall be compensated at the same rate he would have received had he worked, from the first day of absence to and including the last day of absence not to exceed sixty (60) work days, for each illness or injury. Allowable leave under this section shall not be accumulative from year to year.

Section 9. Home Responsibilities Leave.

Employees may be granted an unpaid Home Responsibility Leave under the following provisions and upon approval of the Board of Trustees.

A. Eligibility: A leave of absence for home responsibilities may be granted to permanent employees only, for the purpose of child care, adoption, and care of members of the immediate family for health reasons.

B. Procedural requirements: Requests for leaves for home responsibilities must be submitted to the District on the appropriate form provided by the District.

C. Length of leave: A leave for home responsibilities may be granted for the remainder of the school year in which it is requested and may be renewed only for the following school year.

Section 10. Study Leave.

Employees may be granted an unpaid formal Study Leave under the following provisions and upon approval by the Board of Trustees:

A. Eligibility: A leave of absence for study may be granted to permanent employees only. Each employee granted a leave of formal study must complete a minimum of eight (8) semester hours each semester of job related upper division or graduate work in an accredited institution of higher education.

B. Procedural requirements: Requests for leaves for study must be submitted to the District on the appropriate form provided by the District. Requests for leaves of absence to begin in September must be received on or before the preceding April 15. Requests for leaves for the second semester of the school year must be received on or before the preceding October 15.

C. Length of leave: A leave for study may be granted for a minimum of one (1) semester or a maximum of one (1) full school year.

Section 11. Travel for Education Purposes.

Employees may be granted an unpaid Travel for Education Purposes Leave under the following provisions and upon approval by the Board of Trustees:

A. Eligibility: A leave of absence for travel for educational purposes may be granted to permanent employees only.

B. Procedural requirements: Requests for leaves for travel for educational purposes must be submitted to the District on the appropriate form provided by the District. Requests for leaves of absence to begin in September must be received on or before the preceding April 15. Requests for leaves for the second semester of the school year must be received on or before the preceding October 15.

C. Length of leave: A leave for travel for educational purposes may be granted for a minimum of one (1) semester or a maximum of one (1) school year.

Section 12. Opportunity of Employee Enhancement Leave.

Employees may be granted an unpaid Opportunity of Employee Enhancement Leave under the following provisions and upon approval by the Board of Trustees:

A. Eligibility: An opportunity of Employee Enhancement Leave may be granted to permanent employees only. Such leaves may be granted only for activities related directly to the present assignment of the employee.

B. Procedural requirements: A request for an Opportunity of Employee Enhancement Leave must be submitted to the District on the

appropriate form provided by the District. Requests for leaves of absence to begin in September must be received on or before the preceding April 15. Requests for leaves for the second semester of the school year must be received on or before the preceding October 15.

C. Length of leave: An Opportunity of Employee Enhancement Leave may be granted for a minimum of one (1) semester or a maximum of one (1) full school year.

Section 13. Personal Development:

Employees may be on unpaid Personal Development Leave under the following provisions and upon approval of the Board of Trustees:

1. Eligibility: Such leaves may be granted only to permanent employees.

2. Procedural Requirements: A request for Personal Development Leave must be submitted to the District on the appropriate form provided by the District. Requests for leaves of absence to begin in September must be received on or before the preceding April 15. Requests for leaves for the second semester of the school year must be received on or before the preceding October 15.

3. Length of Leave: An unpaid Personal Development Leave shall have a maximum of two (2) full school years.

4. Compensation: Recipients of such leaves are in unpaid status, which does not include compensation or health and welfare benefits provided by the College.

5. After returning from leave, the employee shall present a written report describing the activities of the employee during the period of leave.

Section 14. Miscellaneous.

A. Employees shall receive their usual compensation, which shall not be deducted from accumulated sick leave, for the following:

1. When under quarantine by order of the Health Office of the City or County for such period of quarantine, provided that such period of absence is not over two weeks, and provided further that not more than two separate periods of quarantine shall be paid for in any fiscal year to any one employee.

2. When the College is closed on account of epidemic, fire, flood or earthquake. If the College needs to reschedule the lost days in order to meet the 175 student day requirement, it may so extend the work year without paying the employees any addi-

tional amount. Provided that the District, in an effort to notify employees of such a closure prior to their arrival on campus, must have made a reasonable attempt to notify the news media of the emergency closing.

ARTICLE VIII
SALARIES

Section 1. Regular Contract Employees.

Regular contract employees, including counselors, specialists, student personnel workers, librarians, and the college nurse, shall be paid according to the Instructors Annual Salary Schedule -- Appendix "A," attached hereto and made a part of this Agreement.

Section 2. Part-Time Instructors.

Part-time hourly College Credit Instructors and Adult Education Instructors shall be paid according to the Salary Schedule for Continuing Education and other Part-Time Hourly Certificated Salary Schedule and Regulations -- Appendix "B," attached hereto and made a part of this Agreement.

Section 3. Summer Sessions.

Summer session employees teaching college credit courses shall be paid according to the Summer Session - Appendix "C," attached hereto and made a part of this Agreement.

Section 4. Nursing Instructors.

Nursing Instructors shall be paid according to the Instructors Annual Salary Schedule -- Appendix "A," during the months of September through June. Pay for the months of July and August shall be on a per diem basis, as needed, computed on their annual salary.

Section 5. General.

Employees specified in Section 1, Section 3, and Section 4 of this Article shall be placed on their appropriate schedule (Appendix "A" and Appendix C") as provided in the salary schedule regulations - Appendix "D," attached hereto and made a part of this agreement.

Section 6. Paydays.

Pay warrants for regular contract instructors, including nurses and student personnel workers, specified in section 1 of this Article shall be issued by the first (1st) working day of the calendar month beginning in October and concluding in July, with the July warrant (only) to be mailed by U.S. mail to the employee's last known address. The annual salary shall be divided equally among the ten (10) monthly pay periods.

Pay warrants for contract counselors shall be issued by the first (1st) working day of the calendar month beginning in September and concluding in July with the July warrant (only) to be mailed by U.S. mail to the employee's last known address. They shall receive one tenth of their annual pay for service performed for months September through May. The tenth month of service will be performed in June and August and will be prorated for pay warrants issued the first (1st) working day of July and September.

Pay warrants for the college specialists shall be issued by the first (1st) working day of each calendar month July through June. The annual salary shall be divided equally among the twelve (12) monthly pay periods.

Pay warrants for regular contract librarians specified in Section 1 of this Article shall be issued by the first (1st) working day of the calendar month beginning in October and concluding in August, with August warrant (only) to be mailed by U.S. mail to the employee's last known address. The annual salary shall be divided equally among the eleven (11) monthly pay periods.

Section 7. Extra Assignments.

Regular contract employees specified in Section 1 of this Article with extra assignments (coaches, division chairs, counselors and specialists) shall be paid according to Appendix "D," attached hereto and made a part of this Agreement.

Section 8. Terminated Employees.

Any employee who has terminated his employment with the District prior to the date of the signing of this Agreement shall not be qualified for any provision of this Article or any other provision of this Agreement.

Section 9. Conference Attendance.

An employee may request a paid absence in order to attend a conference or seminar which is directly related to his assigned duties. The request must be on the District form. If reimbursement of expenses is desired, the estimated amount shall be indicated on the form. All such requests must be submitted to the Board of Trustees for consideration prior to the conference. In the event such conference is approved, the actual expense of the employee only, not to exceed the approved initial estimated expenses, shall be reimbursed by the District. An hourly employee attending an approved conference will be paid for the instructional hours missed while in conference attendance.

Section 10. Compensation Adjustment.

Effective July 1, 1989, salaried amounts in Appendix A, Appendix B, Division Chairpersons compensation tables, coaching compensation tables and the compensation for the doctoral degree shall be increased by an amount equal to the percentage of cost of living adjustment (COLA) granted to the District in the final adopted budget of the State for 1989-90 plus one percent.

Effective July 1, 1990, salaried amounts in Appendix A, Appendix B, Division Chairpersons compensation tables, coaching compensation tables and the compensation for the doctoral degree shall be increased by an amount equal to the percentage of cost of living adjustment (COLA) granted to the District in the final adopted budget of the State for 1990-91 plus one percent.

Section 11. Contingency

The one percents of salary increase added to the amount of the cost of living adjustment (COLA) for 1989-90 and 1990-91 are contingent upon either the close of escrow on the sale of the land commonly referred to as the "Palmer Property" or passage of the State funding of the mandated health services costs per AB 2763. If neither of these events occurs by March 15, 1989, then negotiations on salaries will automatically reopen, using the 1989-90 COLA as a starting point.

ARTICLE IX
EVALUATION PROCEDURES

Section 1. General.

Evaluations shall be conducted not less than annually for probationary (contract) employees. For permanent (regular) employees, evaluations shall be conducted not less than once every two (2) years. Normally, the District will, for each permanent employee, alternate between formal and informal evaluations. Formal evaluations are those which culminate in a written rating report which is retained in the employee's personnel file. An informal evaluation involves observations and written or verbal comment, but does not normally result in the completion of a written report or entry in the personnel file. However, it is understood that an informal evaluation may, if any evaluator observes performance which is deemed "below satisfactory" or "needs to improve," result in the scheduling of formal evaluation procedures either that same year or the following year. Employees to be evaluated during each academic year will be notified during the first month of the Fall semester.

For each employee to be evaluated, there shall be an Evaluation Committee established, composed of the employee's Division Chairperson, a volunteer peer instructor selected by the employee, and the Executive Vice President, Instructional Services or his designee. The administrator shall serve as Chairperson. When a Division Chairperson is being evaluated as an instructor, the Committee shall be composed of the Executive Vice President, Instructional Services or his designee and a volunteer peer selected by the Division Chairperson. All peer evaluators must themselves have received a satisfactory rating in their last evaluation, and will normally be from the same department as the employee being evaluated.

The Evaluation Committee shall attempt to assess the instructor's overall performance, including teaching ability, subject matter competence, and the meeting of the established performance factors and standards for evaluation.

Section 2. Observations and Conferences.

Each Evaluation Committee member may conduct as many classroom observations as deemed necessary to assess the effectiveness of the instructor. Within ten (10) working days following an observation, the observer shall write a brief report to the employee with copies to the other Committee

members. Committee members may (and normally will) consult together periodically to discuss the employee's performance and progress. When there are indications from one or more Committee members that the employee is not meeting the expected level of performance, assistance and counseling shall be provided. Such assistance/counseling may include, but not be limited to, consultation and advice from Committee members or others; requiring the employee to observe other instructors or engage in independent reading; providing a review of the employee's lecture materials, and the like.

The instructor shall implement the District's authorized student evaluation procedures by reviewing the student questionnaire procedures with each class during the first month of the semester for informational purposes, and distributing the student questionnaire during the third month of the semester for actual student evaluation. The current form is attached hereto as Appendix "G"; any changes in the form must first be the subject of consultation with the Guild.

Section 3. Final Evaluation.

Prior to March 1, a final evaluation conference between the Committee and the employee will be held. All items in the evaluation procedures will be reviewed.

If all Committee members agree that the instructor's performance is satisfactory, the evaluation process shall be deemed completed. If one or more Committee members find that the employee's work "needs to improve" or is "unsatisfactory," the Evaluation Committee shall convene a special meeting of the Committee to attempt to arrive at a consensus. An Evaluation Form(s) shall be completed either by the Committee as a whole or by the individual Committee members, and the employee shall have the right to append to the form(s) a written statement containing his views of the situation. The current evaluation forms are attached hereto as Appendices "H," "I," and "J." Any changes in the forms must first be the subject of consultation with the Guild. If, after completion of the above meetings, any Committee member concludes with a "needs to improve" or "unsatisfactory" rating of the employee, the reports of all Committee members and the evaluation forms shall be sent to the Superintendent/President for final written decision and for such further action as may be deemed appropriate including possible discipline or termination (pursuant to applicable law) and/or reevaluation for the following year. The Superintendent/President shall also determine whether the negative evaluation is to be placed in the employee's personnel file.

Section 4. Evaluation of Non-Instructional Employees.

The evaluation of employees such as counselors, librarian, College nurse and specialists shall be conducted in accordance with the provisions of this Article as they pertain to the employee's job responsibility, except that the appropriate administrator or designee shall serve along with a volunteer peer (if one exists) as the Evaluation Committee. Observations of such employees shall take place at their job locations.

Section 5. Evaluation Calendar.

The calendar for the implementation of the evaluation process is as follows:

A. October 7 - Employees to be evaluated during the academic year will have been notified, committees formed, and employees notified of the identity of the committee members.

B. October through March 1 - Evaluation observations and assessment program will be conducted by committee members.

C. October 15 - Information copies of "Student Evaluation of Instruction" questionnaires will have been distributed to students by the evaluatees.

D. November 15 through December 15 - Student evaluations will be conducted.

E. March 1 - Final evaluation conference will have been conducted, and student evaluation forms returned to the evaluatee.

F. March 15 - The formal evaluation process will have been completed, and documents forwarded to files.

Section 6. Evaluation of Hourly Employees.

Hourly employees may be evaluated upon the initiation of either the District or the employee. These evaluations will typically be conducted by the appropriate Division Chair or designee.

Such evaluations will be informal and written and need not involve the above procedures and calendar.

The existence or operation of the above hourly evaluation procedure shall not create any right to continuity of employment or prerequisite for non-renewal of employment.

Section 7. Miscellaneous.

The above procedures are intended to deal with competency and overall teaching effectiveness rather than violations of law or instances of misconduct.

The above procedures are not intended to limit or preclude observations and/or suggestions for improvement from the Superintendent/President or the Executive Vice President, Instructional Services at any time.

Grievances arising under this Article shall be limited to a claim that the procedures of this Article have not been complied with, and shall not contest the standards or judgments of the evaluators or the District.

Section 8. Personnel Files.

Information of a critical or derogatory nature shall not be entered into an employee's personnel file until the employee has been notified and given the opportunity to discuss the matter with the responsible administrator. If the item is then placed in the file over the objection of the employee, the employee shall have the right, within ten (10) working days, to also have included in the file his rebuttal to the item in question.

When dealing with Non-District persons or agencies, the District shall not furnish personnel file documents or copies, or permit physical access to personnel file, except upon permission from the employee or upon legal process. The employee shall be notified of any such action, unless the legal process requires otherwise.

If the employee believes that the item is false or inaccurate, he may seek review and request that the item not be entered into the file, as follows:

A. The employee may first seek a recommended disposition from the appropriate Division Chair;

B. Whether or not the employee has sought the Division Chair's view, and regardless of the substance of the Division Chair's recommendation, the employee may appeal the matter to the Superintendent/President. In order to be considered, this appeal must be filed within twenty (20) working days after the employee was

notified of the item. The Division Chair's recommendation, if any, shall be attached to the appeal. The Superintendent/President shall make the final administrative determination within twenty (20) working days as to whether the material is to be entered into the file or excluded as false or inaccurate.

C. If the employee wishes to contest the matter further, he is entitled to present the matter to the Board of Trustees (in executive session) for final determination. In order to be considered, this appeal must be filed through the Superintendent/President's Office within ten (10) working days after the employee received the Superintendent/President's decision. The issue before the Board shall be whether the employee has demonstrated that the material is false or inaccurate. The Board shall make its determination within thirty (30) working days.

ARTICLE X
CLASS SIZE

Section 1. Minimum Class Size.

A. The minimum class size of 15 students shall apply to all credit lecture and laboratory classes, unless the District in its discretion waives the requirement. Examples of reasons for such waivers are: courses required for graduation or for a major or career subject area, or for required licenses or permits; courses based upon periodic need, limited classroom or laboratory facilities, geographic location, experimental or pilot programs, or legal mandates; and independent study, seminar, colloquia, coordinated instruction systems classes and classes by arrangement.

B. The minimum class size for fee classes and summer session may be adjusted periodically by the Board of Trustees.

Section 2. Maximum Class Size.

A. The maximum class size shall be subject to limitations inherent in the nature of the class, the size of room, the number of available student stations and equipment, the safety of students, and budgetary considerations. The maximum class size considering the above criteria shall be determined by the District upon consultation with the Division Chairs and entered in the Course Dictionary. For any given academic term, the District shall not, in scheduling classes, establish seat loads for classes in excess of the class sizes in the then current Course Dictionary except upon agreement with either the appropriate Division Chair or the Guild. The Guild shall designate a representative to be available for this purpose.

Section 3. Large Lecture Classes.

A. Large Lecture credit courses may be made subject to the Large Lecture Class Formula as shown on the attached chart, so that the instructor receives additional teaching unit credit based upon the number of students enrolled. The lecture courses to be made subject to this formula shall be determined by the District.

B. Instructors of classes deemed subject to the formula shall receive additional teaching unit credit based upon class size as specified in the formula. The number of students shall be determined solely

by official enrollment/seat load as of the fourth week census printout, unless other arrangements are approved in advance by the appropriate administrator.

C. If the actual enrollment in a class subject to the formula falls below the number projected when the instructor's workload was initially assigned, the reassignment provisions of Section 5C of this Article shall apply. If the actual enrollment exceeds the number projected, the District will either pay the instructor for the number of additional units under the formula at the established part-time hourly rate, or provide an adjusted workload within the following two (2) semesters. In determining which option to use, the District will give good faith consideration to the preference of the employee.

Section 4. Large Lecture Class Formula

2 UNIT CLASS																
Number	Below 51	51-62	63-74	75-86	87-98	99-110	111-125									
Teaching Credit	2	2⅓	3	3⅓	4	4⅓	5									
3 UNIT CLASS																
Number	Below 41	41-49	50-58	59-67	68-76	77-85	86-94	95-103	104-112	113-125						
Teaching Credit	3	3⅓	4	4⅓	5	5⅓	6	6⅓	7	7⅓						
4 UNIT CLASS																
Number	Below 41	41-47	48-54	55-61	62-68	69-75	76-82	83-89	90-96	97-103	104-110	111-117	118-125			
Teaching Credit	4	4⅓	5	5⅓	6	6⅓	7	7⅓	8	8⅓	9	9⅓	10			
5 UNIT CLASS																
Number	Below 41	41-46	47-52	53-58	59-64	65-70	71-76	77-82	83-88	89-94	95-100	101-105	106-110	111-115	116-120	121-125
Teaching Credit	5	5⅓	6	6⅓	7	7⅓	8	8⅓	9	9⅓	10	10⅓	11	11⅓	12	12⅓

Section 5. Definitions and Reassignments.

A. The references in this Article to "lecture" or "laboratory" courses or classes refer solely to credit courses or classes so designated in the College catalog, and do not refer to combination lecture-activity classes or lecture-laboratory classes, although it is possible for the lecture portion of a lecture-laboratory class to be made subject to the large lecture class formula.

B. This Article provides throughout for various decisions to be made by the District. It is intended to refer to the following process; Recommendation by the appropriate Division Chairperson to the appropriate administrator; right of instructor to appeal administrator's decision to Superintendent/President for final decision; such final decisions are not subject to review through grievance procedure.

C. If a full-time instructor's normal assigned teaching load is reduced because a class is canceled under Section 1, or because the projected size of a large lecture class subject to the formula in Section 3 is not met, the instructor may be reassigned to any one or more of the following to complete his workload:

1. Instruct another class;

2. Curriculum development project;

3. Supervision or consultation with regard to Cooperative Education Work Experience Program;

4. Such other comparable assignment as is deemed appropriate by the District.

Such reassignment will normally be made either immediately or within the subsequent two (2) semesters, but may be extended, in exceptional circumstances, at the discretion of the District.

ARTICLE XI
HEALTH AND WELFARE BENEFITS

Section 1. District Contribution.

The District will provide for each qualifying employee hired on a full-time contract basis a health and welfare program as follows:

A. One of three:

1. Blue Cross Medical Program - Plan 16197B-0829

2. Cigna Medical Group - Plan 5-885-00-B

3. Kaiser-Permanente Medical Plan - Group No. 2838-00.

B. A dental plan for the employee and dependents to be provided by the California Dental Service, comparable to Plan 1179.

C. A vision plan for the employee only to be provided by Vision Service Plan, designated at Plan B, non-deductible.

D. For employees covered under the Blue Cross medical program, a prescription card ($1/co-pay) for the employee only.

E. A twenty-five thousand dollar ($25,000) life insurance policy for the employee only, subject to ADEA rules.

The health and welfare program as defined above is to be provided by the District through the 1988-89 school year after which the continuation of the program will become a matter of negotiation under the provisions of Article XIV.

For qualifying employees hired on a contract basis of one-half time or more, but less than full-time, the District contribution shall be pro-rated upon the ratio that the employee's assignment bears to a full-time assignment. For example, a 60% contract employee shall be given a credit in the amount of 60% of the maximum premium amount paid by the District for a full-time employee's health and welfare benefits. The partial contract employee's benefit package must include the same coverage items as that of a full-time employee. If the resulting premium amount is greater than the credit, the employee will pay the difference on a tenthly basis. If the resulting amount is less than the credit, the difference reverts to the District. The number of pro-rata contracts awarded under this Article shall not exceed ten percent (10%) of the total number of full-time contract employees

and the number of pro-rata employees in any division shall not exceed twenty-five percent (25%) of the number of full-time employees in that division. In the determination of numbers of contracts in each instance above, rounding-off shall be accomplished to the nearest whole number. Infant-care pro-rata contracts shall not count toward the above percentage limitations. For the purposes of this Section, the Student Services employees shall be considered as a division.

Section 2. Early Retirement.

For employees retiring on or after June 1, 1988, the District will pay up to a maximum of three thousand, eight hundred dollars ($3,800) per fiscal year for the medical and dental insurance coverage of the retiring employee and his eligible spouse, providing the following conditions are met:

A. The employee must have been employed on a contract basis one-half time or more for ten (10) consecutive years by the District immediately prior to retirement.

1. An employee who has been granted a sabbatical leave or military leave during this period of service, shall have this leave time credited toward this employment requirement.

B. The employee must have been eligible and covered under one of the District's medical insurance plans in force immediately prior to retirment.

C. To be eligible for this benefit, the employee must retire at or after age fifty-five (55) but before age sixty-five (65).

D. The District will pay premiums up to a maximum of three thousand, eight hundred dollars ($3,800) per fiscal year to an appropriate carrier toward the medical and dental plans then in effect or as directed in Paragraphs E, F and G below. Such payment shall begin for the retiring employee and his eligible spouse beginning at the time of retirement or at the beginning of the following year of coverage, whichever is applicable. The District will cease payment of the premium when the employee reaches the age of sixty-five (65) or upon his or her death prior to age sixty-five 65) subject to the following exception:

For those employees retiring between the age of fifty-five (55) and sixty (60), one additional year of premiums for medical insurance coverage, as outlined above, will be paid by the District for each of the years in the difference between age

sixty (60) and the employee's age at the time of retirement with such additional coverage terminating if the employee reaches age seventy (70). As an example, an employee retiring after June 1, 1986 at age fifty-seven (57) would be entitled to District-paid health insurance premiums for self and eligible spouse through the employee's age sixty-eight (68) or until the death of the employee, if such occurs prior to the sixty-eighth (68) birthday.

E. A retiree sixty-five (65) years of age or older not eligible for Medicare benefits through Social Security, and whose spouse is not eligible for Medicare benefits, may apply the District medical benefit contribution only toward Medicare Parts A and B and a supplemental plan. Any of the District medical benefit contribution not expended in the purchase of Medicare Parts A and B and a supplemental plan will revert to the District.

F. A retiree who is eligible for District-paid medical insurance premiums and who is personally eligible for Medicare, or whose spouse is eligible for Medicare, must apply for Medicare benefits. The District-provided medical benefit monies may only be utilized in payment for Medicare Part B and a supplemental plan will revert to the District.

G. A retiree who, at the time of retirement, is not personally eligible for Medicare benefits, and whose spouse is not eligible for Medicare benefits, but who subsequently becomes eligible, or whose spouse becomes eligible, must apply for Medicare benefits. The District-provided medical benefit monies may be utilized only toward the purchase of Medicare Part B and a supplemental medical plan. Any of the District medical benefit contribution not expended in the purchase of Medicare Part B and a supplemental plan will revert to the District.

H. Eligible retiring employees who desire coverage under provisions of this program shall notify the appropriate District office of such desire at the time of termination of employment and annually thereafter. Where costs of the selected plans exceed the maximum amount contributed toward the approved plan by the District, the employee shall pay the excess amount directly to the District Accounting Office. The excess amount shall be paid annually, no later than September 15, for the ensuing year, or the retiree shall not be eligible for this benefit.

I. If, after retirement, an employee covered under this policy accepts employment where the employee is eligible to be, or is actually, covered by, in the Board's judgement, a plan of insurance comparable to the District's plan, such employee's rights and such employee's spouse's rights under this policy shall terminate.

Section 3. District Responsibility Limited.

The District's obligations under this Article are limited to payment of the premiums or sums indicated above. All terms and conditions of the various programs available pursuant to this Article are to be determined by the carriers' respective plans, and are to be resolved between the carrier and the unit member. All disputes with respect to the carrier's administration of such programs are not the responsibility of the District, and are not subject to the grievance and arbitration procedures of Article IV of this Agreement.

ARTICLE XII
MISCELLANEOUS PROVISIONS

Section 1. Physical Examinations.

Physical examinations by the District physician designated to examine personnel, are required and will be paid by the District as follows: Upon return from illness of more than six (6) months duration; or upon request of the Superintendent/President or Executive Vice President, Instructional Services.

Section 2. T. B. Tests.

Tests and reports indicating freedom from active tuberculosis for continuing employees are required not less infrequently than every four (4) years, and will be paid for by the District, if the employee makes use of the tuberculin clearance method provided by the District. If the examination is made by the employee's personal physician, the cost of the examination shall be paid by the employee.

Section 3. Physician Reports.

Written approval from the employee's attending physician is required: Prior to his return to work after an absence of fifteen (15) days or more due to illness or injury; upon return from surgery; from any illness or injury requiring hospitalization; of employees using casts or orthopedic devices; or upon request of the immediate supervisor or Director of Personnel. In every case the physician's clearance must reach the Office of the Executive Vice President, Instructional Services at least one (1) working day prior to the employee's intended return. The cost of the written approval of the physician shall be at the employee's expense.

Section 4. Miscellaneous Deductions.

The District shall, upon receipt of an employee's individually signed authorization card provided by the District, deduct from such employee's earnings the amount specified by the employee for the following: Credit Union, United Way/Glendale AID, Tax Sheltered Annuities, U.S. Savings Bonds and Glendale College Foundation.

Section 5. Division Chairperson Load Reduction.

Full-time Equivalent (FTE) Instructors. Including Division Chairperson	Units Per Year
5 - 8	6
9 - 12	9
13 - 16	12
17 - 20	15
21+	18

Division Chairpersons load reductions are reviewed and approved each semester by the Vice President, Instructional Services.

Section 6. Notices.

All notices and communications required by this Agreement shall be in writing and shall be deemed given if delivered personally or mailed by certified mail, return receipt requested, to the parties at the following addresses, or at such other address for a party as shall be specified by notice given pursuant hereto:

To the Guild:
Glendale College Guild - AFT
1500 North Verdugo Road
Glendale, California 91208

To the District:
Superintendent/President
Glendale Community College District
1500 North Verdugo Road
Glendale, California 91208

Section 7. Academic Senate Released Time.

Released time equivalent to 50% of an employee's basic load shall be granted to Academic Senate representative(s) for the accomplishment of Senate business. Scheduling shall be subject to reasonable District control to fit education program needs and shall be arranged in advance with the appropriate administrator.

ARTICLE XIII
EFFECT OF AGREEMENT

Section 1. Entire Agreement.

This Agreement is the parties' entire agreement and is to cover all matters relating to wages, hours and all other terms and conditions of employment. The parties hereto acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the District and the Guild, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 2. Separability and Savings.

Should any part of this Agreement or any provisions herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by decree of any court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof. Remaining parts or provisions shall remain in full force and effect.

If any such decision or change in law occurs as set forth in the preceding paragraph, the parties hereto shall, upon request by either party within ten (10) working days, commence meeting and negotiating with respect to the means of compliance therewith.

Section 3. Revisions.

This Agreement may be amended by the parties hereto pursuant to reopener negotiations (Article XIV). Also, if the parties hereto at any time mutually decide to amend this Agreement, they may do so by a jointly executed written amendment, and such an amendment shall be binding upon the employees.

ARTICLE XIV
DURATION, TERMINATION AND NEGOTIATIONS

Section 1. Duration.

This Agreement shall become effective upon adoption by the Board of Trustees, and shall remain in full force and effect until June 30, 1991. On March 15, 1991 the negotiations for a successor Agreement may commence.

Section 2. Limited Reopeners.

Negotiations may, on March 15, 1989 and March 15, 1990, be reopened on the provisions of Article XI - Health and Welfare Benefits to determine possible contractual changes resulting in a health benefit package which is to be at least equivalent to that currently being offered. The District will continue to pay the entire premium for full-time employees. Additional reopeners may consider the activities of the committee appointed to study instructional loads (see side letter dated November 9, 1988) under Article VI of this Agreement, the activities of the committee appointed to study evaluation of staff and administrators (see side letter dated November 9, 1988) under Article XI of this Agreement, Appendices "E" and "F", and up to two (2) additional subjects to be designated by each of the parties.

Such limited reopeners shall not affect the validity or duration of this Agreement. Such limited reopener negotiations shall be subject to the negotiation obligations of the E.E.R.A. and are not subject to the grievance procedures of Article IV.

APPENDIX "A"
INSTRUCTORS ANNUAL SALARY SCHEDULE

Effective July 1, 1988

STEP	Class I Bach. Degree	Class II Bach. plus 42 Units or Masters	Class III Bach. plus 56 Units+MA	Class IV Bach. plus 70 Units+MA	Class V Bach. plus 84 Units+MA or doctorate
1	$24,620	$25,811	$27,062	$28,372	$29,745
2	25,606	26,843	28,143	29,507	30,934
3	26,630	27,918	29,269	30,687	32,172
4	27,696	29,035	30,440	31,914	33,457
5	28,804	30,197	31,659	33,189	34,811
6	29,954	31,402	32,923	34,517	36,189
7	31,149	32,660	34,240	35,897	37,636
8	32,398	33,965	35,609	37,336	39,142
9	33,694	35,325	37,035	38,827	40,710
10	35,042	36,738	38,516	40,381	42,337
11	36,442	38,207	40,057	41,996	44,029
12	37,899	39,736	41,657	43,675	45,790
13	39,416	41,326	43,325	45,423	47,623
*16					48,574
*19					49,546
*22					50,538
*25					51,548

The above rates apply to employees under an annual contract in accordance with Salary Schedule Regulations, Appendix "D".

Payment shall be made on a ten (10) calendar month basis beginning in October.

*Career Increments: Refer to Appendix "D", Section 3.

APPENDIX "B"
PART-TIME HOURLY CERTIFICATED SALARY SCHEDULE

Effective July 1, 1988

SALARY RATES

STEP	CLASS I	CLASS II	CLASS III
1	$26.16	$27.30	$28.51
2	27.30	28.51	29.70
3	28.51	29.70	30.97
4	29.70	30.97	32.30

SALARY PLACEMENT REGULATIONS

A. On the effective date of the schedule, all instructors shall be placed on the salary schedule according to their previous experience in the Glendale Community College District. Placement and step progression on this Salary Schedule shall be based exclusively on experience in the District. Summer Session experience will not be considered in determining placement on the above schedule. Step 2 becomes effective the fifth semester of service at the College. Step 3 becomes effective the ninth semester at the College. Step 4 becomes effective the thirteenth semester of service at the college. Such service need not be consecutive.

B. To qualify for Class II, the instructor must have earned a Bachelor's Degree or have had at least six (6) years of verified occupational experience in the field in which he is instructing.

C. To qualify for Class III, the instructor must have earned a Master's Degree or an equivalent or higher degree, or have earned a Bachelor's Degree and have had at least nine years of verified occupational experience in the field in which he is instructing.

D. Part-time hourly employees are paid only for scheduled hours worked.

APPENDIX "C"
SUMMER SESSION

Section 1. Pay -- Regular Staff.

A. Instructors who are paid under Appendix "A" during the regular academic year shall, for summer session services rendered after September 1, 1982, remain under Appendix "A" of this Agreement but shall be limited to a maximum of Step 6 of the applicable class. A full-time teaching load for summer session shall be the equivalent of fifteen (15) hours per week (as defined in Article VI, Section 3). Any lecture or laboratory hours in excess of said equivalent of fifteen (15) hours per week are to be paid under the Part-time Hourly Certificated Schedule (Appendix "B"). Such excess shall not exceed twelve (12) hours except by special approval of the Executive Vice President, Instructional Services.

B. Regular Non-Instructional Certificated Staff shall be paid at the appropriate hourly rate.

Section 2. Pay -- Hourly Instructors.

Employees who during the regular academic year are paid under Appendix "B" of this Agreement shall remain under said hourly schedule for any lecture or laboratory hours worked during summer session.

Section 3. Selection of Staff for Summer Session.

The District shall determine the summer session curriculum. Also, the District retains discretion to determine whether any instructor is qualified to teach any particular course offering. An instructor who has developed an approved course for the summer program shall be given preference in teaching the initial offering of such course. Subject to the foregoing, the following preferences shall apply in the selection process:

A. Priority shall be given to those who are employed by the District under full-time contract during the regular academic year. Within this group, if more than one qualified instructor desires a particular course assignment, the division shall, pursuant to its own internal rotation or distribution system, determine who shall

receive the assignment. If there is a dispute within the division, the final selection shall be made by the Executive Vice President, Instructional Services and such final decision shall not be subject to the grievance procedure.

B. Before it hires hourly personnel from other sources, the District shall give consideration to qualified hourly employees who taught courses at the College during the preceding academic year.

C. Counselors, Librarians, and College Nurses shall be employed for summer sessions according to their own rotation or distribution system. If there is a dispute, the final selection shall be made by the appropriate administrator and such final decision shall not be subject to the grievance procedure.

APPENDIX "D"
SALARY SCHEDULE REGULATIONS

Section 1. Initial Placement On Salary Schedule.

A. Accredited Units and Degrees

All units and degrees for initial placement on the salary schedule must be from an institution of higher education accredited by an agency recognized by the Council on Postsecondary Education.

B. Experience Credit

Employees entering the District shall be given full service credit not exceeding five (5) years experience. Seventy-five percent (75%) of all teaching days within each year must be taught before credit may be claimed. Part-time experience elsewhere shall be evaluated on the same basis as similar experience in the District. The maximum of five (5) years experience may be granted for any combination of the following:

1. Previous teaching experience in the District or any public or private schools or colleges of recognized standing.

2. A maximum of one (1) year of military service with an honorable discharge may be counted towards teaching experience in placement on the salary schedule. A minimum of nine (9) months military service shall be required for a year's credit. Recognized branches of the service are: Army, Navy, Air Force, Marine Corps, Coast Guard, or full-time active duty in the National Guard.

C. Pre-Employment Work Experience

Salary schedule credit may be granted to newly employed occupational/vocational education instructors for pre-employment work experience based upon the following criteria:

1. Vocational/occupational experience must be related directly to the teaching assignment.

2. Placement of instructors on the salary schedule under the provisions of this Section shall be limited to those instructors who meet all of the following provisions:

a. The principal teaching assignments must be in the occupational/vocational programs or classes as defined by the District.

b. The teaching assignment in the occupational/vocational program must be in excess of fifty percent (50%) time as defined by the District.

c. All pre-employment work experience must be verified on official letterhead stationery of the employer. The verification statement must include the dates of employment and the specific nature of the duties performed. Self-employment statements must be notarized. The Director of Certificated Personnel Services may require additional verification evidence.

d. Pre-employment work experience for salary schedule credit must be approved by the Dean of Career Education and the Director of Certificated Personnel.

e. Vocational teaching time used for student teaching credit may not be used for salary schedule credit.

f. Less than half-time employment will not be credited for salary schedule placement. Half-time or more than half-time may be credited as follows: Two (2) years of part-time experience equals one (1) year of full-time experience.

g. Credit for pre-employment vocational/occupational experience may be granted only upon initial salary schedule placement.

h. A maximum of three (3) years salary schedule credit for pre-employment vocational/occupational experience may be granted as follows:

(h-1) 2-3 years full-time experience = 1 year of credit.

(h-2) 4-5 years full-time experience = 2 years of credit.

(h-3) 6-9 years full-time experience = 3 years of credit.

D. Placement Schedule

1. Class I - Bachelor's Degree or a Community College Instructor's credential (partial fulfillment) in a vocational/occupational subject matter area.

2. Class II - Bachelor's Degree plus 42 units; or Master's; or Community College Instructor's credential (fully satisfied) in a vocational/occupational subject matter area.

3. Class III - Bachelor's Degree plus 56 units and Master's; or Community College Instructor's credential (fully satisfied) in a vocational/occupational subject matter, plus 60 semester units (lower division, upper division, or both), 8 semester units of which may be approved work experience; or Community College Instructor's credential (fully satisfied) in a vocational/occupational subject matter area plus Associate Degree.

4. Class IV - Bachelor's Degree plus 70 units and Master's; or Community College Instructor's credential (fully satisfied) in a vocational/occupational subject matter area plus Bachelor's Degree, plus 28 semester units of either upper division or graduate work.

5. Class V - Bachelor's Degree plus 84 units and Master's or Earned Doctorate; or Community College Instructor's credential (fully satisfied), in a vocational/occupational subject matter area, Bachelor's Degree plus 56 semester units including the Master's Degree and 4 years of verified work experience in subject matter area designated on the credential.

Section 2. Advancement on the Salary Schedule.

A. Credit toward Advancement

Credit toward advancement on the salary schedule starts with the Bachelor's Degree. No additional units taken prior to the date of completion of the Bachelor's Degree may be counted.

B. Service Advancement

All employees except those at the maximum in their Class will advance one Step for each year of service in accordance with the provisions of this Agreement.

C. Class Advancement

Advancement in Class on the salary schedule shall be based upon the following:

1. Class I - Bachelor's Degree or a Community College Instructor's credential (partial fulfillment) in a vocational/occupational subject matter area.

2. Class II - Bachelor's Degree plus 42 units; or Master's; or Community College Instructor's credential (fully satisfied) in a vocational/occupational subject matter area .

3. Class III - Bachelor's Degree plus 56 units and Master's; or Community College Instructor's credential (fully satisfied) in a vocational/occupational subject matter, plus 60 semester units (lower division, upper division, or both), 8 semester units of which may be approved work experience; or Community College Instructor's credential (fully satisfied) in a vocational/occupational subject matter area plus Associate Degree.

4. Class IV - Bachelor's Degree plus 70 units and Master's; or Community College Instructor's credential (fully satisfied) in a vocational/occupational subject matter area plus Bachelor's Degree, plus 28 semester units of either upper division or graduate work, 12 semester units of which may be approved work experience after completion of the Bachelor's Degree and after employment in the District.

5. Class V - Bachelor's Degree plus 84 units and Master's or Earned Doctorate; or Community College Instructor's credential (fully satisfied), in a vocational/occupation subject matter area, Bachelor's Degree plus 56 semester units including the Master's Degree and 4 years of verified work experience in subject matter area designated on the credential, 12 of the semester units may be approved work experience after employment in the District, or a Community College Instructor's credential (fully satisfied), in a vocational/occupational subject matter area, Bachelor's Degree plus 70 semester units including the Master's Degree and 2 to 4 years of verified work experience in subject matter area designated on the credential.

D. Work or Paid Status Requirement

A full-time or part-time employee shall be advanced on the salary schedule whenever he has worked or has been on paid status in the District seventy-five percent (75%) of the assigned days during the preceding year. Employees employed for less than half-time will not participate in salary increments.

E. Course Restrictions

1. All courses must be taken in a college or university accredited by an agency recognized by the Council on Postsecondary Education.

2. No lower division course will count towards advancement on the salary schedule unless it is one necessary to meet requirements for a credential or an advanced degree; or unless the employee is approved to take such course by the Vice President, Instructional Services on the basis that it will provide new or additional knowledge and skill directly related to the assignment of the employee.

3. Audit courses will not count towards advancement on the salary schedule.

4. Work to be taken at a foreign university or college must be approved in advance by the Executive Vice President, Instructional Services.

5. Salary advancement credit will be given only for a grade of "C" or better in those courses for which a grade is given, and "credit" or "pass" in those courses in which a grade is not given.

F. Special Workshops

1. State and county workshops in special subjects, adult education courses in Spanish, and workshops in Spanish sponsored by recognized community organizations, where there is

no local supervision, shall receive credit on the same basis of one unit for sixteen (16) hours of class work, plus sixteen (16) hours outside preparation, or thirty-two (32) hours with no outside work - such classes must have prior approval of the Executive Vice President, Instructional Services.

2. District in-service education workshops and seminars shall receive credit as approved by the Board of Trustees.

G. Unit Restrictions

The District will recognize for advancement on the salary schedule a maximum of twelve (12) semester units or eighteen (18) quarter units taken from September to June. Credit will be given for fractional parts of courses. There is no limit on the number of units which may be taken during the summer or while on leave.

H. Filing Requirements

Employees who wish to qualify for a change in salary classification for the current fiscal year must file report forms of completed units with the personnel office by October 1. Valid transcripts and/or official letters of certification for verification of reported work must be on file in the personnel office by November 30. If not on file by that date credit which may have been allowed on the basis of reports filed will be canceled retroactively to the beginning of the school year. The units will not be credited toward advancement on the salary schedule for the year in which they were earned. Such units will be credited for the succeeding year, but this will not cause a reduction in the number that may be taken during that year.

I. Verification Requirements

Verification of the completion of all work must be by college or university transcript or by an original letter from the registrar of the school concerned.

J. Doctorate

One hundred eight dollars ($108.00) per month will be paid for an earned doctorate from an institution of higher education accredited by an agency recognized by the Council on Postsecondary Accreditation to award such a degree.

K. Summer Work Experience after employment in the District, salary schedule credit may be granted to occupational/vocational instructors who have completed a summer work experience program based upon the following criteria:

1. Summer work experience programs must be directly related to the employee's present assignment.

2. Employees must submit a written request for work experience credit including the program plan, the objectives of that plan, and joint employer-employee statement as to how these objectives will be met.

3. Summer work experience programs must provide a substantial increase in the employee's skill, knowledge and understanding of the subject area.

4. Employment must be in an established business enterprise. Self-owned or self-operated businesses are not approved. No credit is granted for District employment.

5. Summer work experience programs may not be concurrent with any District employment.

6. Employment must be at least two consecutive weeks. (One week equals forty (40) hours.) No credit is granted for fractional parts of a week.

7. A maximum of one semester unit of summer work experience may be given for a forty (40) hour week.

8. A maximum of eight (8) semester units of work experience will be granted per summer.

9. A maximum of twelve (12) semester units may be granted for summer work experience programs for salary advancement.

10. Credit will not be granted for job experience for which credit was previously granted.

11. The prospective employer must be willing to indicate in writing that he knows of the intent and purpose of the summer work experience program and will cooperate in its implementation.

12. Advancement on the salary schedule is subject to all District salary schedule regulations.

13. Summer work experience programs must have prior approval from the Work Experience Review Committee. The Work Experience Review Committee will determine final credit for summer work experience programs.

L. Lower Division Credit Occupational and vocational education instructors may be granted credit for lower division courses under the following provisions:

1. Prior approval of lower division course work may be granted by a review committee consisting of the Executive Vice President, Instructional Services, Dean of Career Education, and Director of Certificated Personnel.

2. Lower division course work must be directly related to the instructor's current assignment.

3. Approval of lower division course work is subject to all other appropriate salary schedule regulations.

M. Adult Education Credit Occupational and vocational education instructors may be granted credit for adult education courses under the following provisions:

1. Prior approval of adult education course work may be granted by a review committee consisting of the Executive Vice President, Instructional Services, Dean of Career Education, and Director of Certificated Personnel.

2. Adult education course content must be directly related to the instructor's current assignment.

3. A written statement verifying the number of required attendance hours must be submitted to the personnel office with the request for approval.

N. Training Course Credit Occupational and vocational education instructors may be granted credit for training courses sponsored by recognized business and industrial firms under the following provisions:

1. Prior approval of training courses may be granted by a review committee consisting of the Executive Vice President, Instructional Services, Dean of Career Education, and Director of Certificated Personnel.

2. A course description or outline of the training program must be submitted to the Executive Vice President, Instructional Services.

3. The content of the special training program must be directly related to the instructor's current assignment.

4. A statement verifying the number of required attendance hours must be submitted to the personnel office with the request for approval.

5. Approval of training courses is subject to all appropriate salary schedule regulations.

O. Nursing Instructors (LVN's and RN's)

1. Nursing instructors normally employed on a ten (10) school month basis may be employed on an as-needed basis during the non-contractual summer period.

2. Nursing instructors employed on an as-needed basis during the non-contractual summer period shall be paid at the same daily rate as they are paid during the regular contract year. They shall be paid the daily rate only for days worked, or for days when they are eligible for absence due to illness or personal necessity as provided in this Agreement.

3. Nursing instructors are eligible for Step increases effective July 1.

4. Nursing instructors are eligible for Class increases, when earned, effective per contract school year.

Section 3. Career Increments.

A. Sixteen (16), Nineteen (19), Twenty-two (22), and Twenty-five (25) Year Requirements.

A Career Instructor in Class V shall be eligible to receive a career increment on the salary schedule at the 16th, 19th, 22nd and 25th years of service credited by the District, provided that the following qualifications have been met:

1. Commencing with the thirteenth (13th), sixteenth (16th), nineteenth (19th), and twenty-second (22nd) Steps as credited by the District, movement to the next successive step will be possible only after the employee has completed three (3) years of service

and a total of four and one-half (4 1/2) semester units or six and three-fourths (6 3/4) quarter units. These units shall consist of upper division or graduate courses taken at an accredited college or university, or in workshops, in-service training courses, or other programs approved by the Superintendent/President in which one unit of credit will be granted for each thirty-two (32) hours of actual class time or for each sixteen (16) hours of actual class time plus an equal number of hours of outside work. Such units are selected from courses in the individual's academic discipliine, or from courses, workshops or in-service training courses, or programs designed to improve the effectiveness of the employee.

2. The overall program to be taken during the period of time commencing with the thirteenth (13th), sixteenth (16th), nineteenth (19th), and twenty-second (22nd)) Steps as credited by the District, must have prior written approval by the Superintendent/President, and such written approval shall be placed in the employee's personnel file in the District Office.

Section 4. Long Term Contract Substitutes and Temporary Contract Substitutes.

A. An employee elected to a probationary status following service as a Long Term Contract Substitute or Temporary Contract Substitute shall be given credit in placement on the salary schedule for such service provided that the total of previous experience or other eligible criterion does not exceed the usual allowance for outside employees elected to positions in the District.

B. Long Term Contract Substitutes and Temporary Contract Substitutes shall be subject to and entitled to all salary provisions as per probationary and permanent employees.

Section 5. Counselors.

A. Counselors shall be employed for ten (10) calendar months. Counselors' calendar month salaries shall be determined by their placement on the Instructor's Salary Schedule times the appropriate following ratio:

1.	1st year	1.010
2.	2nd year	1.040
3.	3rd year	1.070
4.	4th year	1.100
5.	5th year	1.130

Section 6. College Specialists.

A. College Specialists shall be employed for twelve (12) calendar months. The College Specialists calendar month salaries shall be determined by their placement on the Instructors Salary Schedule times the appropriate following ratio:

1.	1st year	1.010
2.	2nd Year	1.040
3.	3rd year	1.070
4.	4th year	1.100
5.	5th year	1.130

Section 7. Division Chairpersons.

A. Effective February 1, 1988, Division Chairpersons shall be paid an amount in addition to their placement on the Instructor's Salary Schedule.

Number of FTE Instructors in Division	Amount per Month
5 - 8	$125.26
9 - 12	187.90
13 - 16	250.52
17 - 20	313.16
21 +	375.76

B. Division Chairpersons may be assigned from one to ten additional duty days beyond the normal work year. Such additional working days may be prior to the commencement of the annual contract services in the fall, during the semester intersession, or a combination of the two. Compensation for this period will be based upon a daily rate of pay depending upon the individual's placement on the Instructor's Salary Schedule and Division Chairperson's pay schedule.

Section 8. Regulations and Salary Rates for Extra-Curricular Coaching.

A. Regulations

1. The acceptance of extra-curricular duties shall be voluntary.

2. Extra pay assignments shall require approval by the Board of Trustees.

3. In case of absences for a few days only, the work for which compensation is being paid in accordance with this schedule will await the return of the regular employee. In cases of lengthy absences or termination of the original assignee where it becomes necessary for an approved substitute to carry on those duties for which additional compensation is allowed, the substitute shall be paid an amount which bears the same ratio to the total amount allowed for the activity as the number of school days the substitute worked to the total number of days scheduled for the job.

4. There shall be no more than two (2) extra-curricular assignments per employee in any one year, when feasible.

5. No coach will be assigned the head coaching responsibility for more than one major sport per year. Major sports are designated as varsity football, varsity basketball, varsity baseball and varsity track.

6. Coaching assignments are established on a five day week basis.

7. The Director of Athletics shall not receive extra compensation for more than one sport per year. Whenever possible, it is recommended that the division chairperson not handle coaching assignments.

8. The pre-school football coaching assignments shall be paid at the same rate as the Recreation Leader III schedule, not to exceed fifteen (15) six-hour days.

B. Salary Rates

ASSIGNMENT	AMOUNT PER SEMESTER OR SPORT
1. Athletic Director - Men's	$3914.30
2. Athletic Director - Women's	2700.89
3. Coaches	
Head Football	5088.59
Assistant Football	2700.89
Head Men's Basketball	3092.31
Assistant Men's Basketball	2700.89
Head Baseball	3092.31
Assistant Baseball	2505.16
Head Men's Track and Field	3092.31
Assistant Men's Track and Field	2505.16
Head Soccer	3092.31
Assistant Soccer	1565.72
Head Men's Tennis	2505.16
Head Men's Cross Country	2505.16
Head Men's Volleyball	2505.16
Head Wrestling	2505.16
Head Golf	2505.16
Head Women's Tennis	2505.16

Head Women's Cross Country	2505.16
Head Women's Track and Field	2505.16
Assistant Women's Track and Field	1919.03
Head Women's Basketball	2505.16
Assistant Women's Basketball	1918.03
Head Women's Softball	2505.16
Assistant Women's Softball	1918.03
Head Women's Volleyball	2319.59
Assistant Women's Volleyball	1918.03

APPENDIX "E"
WORK YEAR - INSTRUCTOR

1988-89

MONTH		TOTAL
1st	9/8/88 thru 10/7/88	22 days
2nd	10/10/88 thru 11/4/88	20 days
3rd	11/7/88 thru 12/2/88 Non-work days: 11/11/88, 11/24/88, 11/25/88	17 days
4th	12/5/88 thru 12/16/88 Non-work days: 12/19/88 thru 12/30/88	10 days
5th	1/3/89 thru 1/27/89 Non-work days: 1/2/89 1/16/89	18 days
6th	1/30/89 thru 2/24/89 Non-work days: 2/2/89 2/3/89, 2/10/89, 2/20/89	16 days
7th	2/27/89 thru 3/17/89 Non-work days: 3/20/89 thru 3/24/89	15 days
8th	3/27/89 thru 4/21/89	20 days
9th	4/24/89 thru 5/19/89	20 days
10th	5/22/89 thru 6/16/89 Non-work day: 5/29/89	19 days
TOTAL WORK DAYS		177 DAYS

APPENDIX "F"
WORK YEAR - COUNSELOR
1988-89

MONTH		TOTAL
AUGUST	8/22/88 thru 8/31/88	8 days
SEPTEMBER	9/1/88 thru 9/30/88 Non-work day: 9/5/88	21 days
OCTOBER	10/1/88 thru 10/31/88	21 days
NOVEMBER	11/1/88 thru 11/30/88 Non-work days: 11/11/88, 11/24/88, 11/25/88	19 days
DECEMBER	12/1/88 thru 12/31/88 Non-work days: 12/19/88 thru 12/30/88	12 days
JANUARY	1/1/89 thru 1/31/89 Non-work days: 1/2/89, 1/16/89	20 days
FEBRUARY	2/1/89 thru 2/28/89 Non-work days: 2/10/89, 2/20/89	18 days
MARCH	3/1/89 thru 3/31/89 Non-work days: 3/20 thru 3/29/89	18 days
APRIL	4/1/89 thru 4/30/89	20 days
MAY	5/1/89 thru 5/30/89 Non-work day: 5/29/88	22 days
JUNE	6/1/89 thru 6/16/89	12 days
		191 days
	Compensatory Day*	- 1
TOTAL WORK DAYS		190 days

* Compensatory day may be taken any time during a work-year, with the agreement of the employee's supervisor, except on a registration day during fall or spring registration.

APPENDIX "G"
STUDENT FACULTY EVALUATION QUESTIONAIRE

DO NOT IDENTIFY YOURSELF

Name of Course _____ Date _____

	Excellent	Above Average	Average	Below Average	Very Poorly	Does Not Apply
1. How well has the instructor met his stated goals?						
2. How clearly has the instructor defined your responsibility in reaching these goals?						
3. How clearly did the instructor present material?						
4. How willing was the instructor to explain material further if asked?						
5. How professional was the instructor's routine? (Begins and closes class on time and uses class time on course-related material.)						
6. Were you able to get personal help from the instructor if you needed it? (If you have not sought help, answer this question "Does not apply.")						
7. How would you rate the grading policies of the instructor?						
8. How tolerant was the instructor toward expressions of opinions differing from his own?						

9. What techniques or practices used by the instructor have you found to be particularly effective?

10. What techniques or practices used by the instructor have you found to be particularly disturbing?

11. What specific suggestions do you have for the improvement of this instructor's instruction? (Your suggestions will be handed to the instructor and will not be published.

APPENDIX "H"
FACULTY EVALUATION

1. The material presented by the instructor relates to the objective of the course. The instructor speaks clearly so that he is heard and understood.

2. Class sessions are structured to facilitate student learning.

3. Instructor presents the material on the students' level. The instructor understands and respects students as individuals.

4. The material is presented clearly and orderly in order to facilitate comprehension.

5. The instructor is willing to provide service to students beyond minimum classroom requirements.

6. Instructor observes college policies and administrative procedures and is willing to participate on committees to help solve college problems when the opportunity presents itself.

7. The instructor explores non-traditional teaching strategies, such as individualized instructions, the use of audiovisuals, and library study assignments.

APPENDIX "H"
FACULTY EVALUATION

☐ Contract (Probationary) ☐ Regular (Permanent) ☐ Hourly (Part-Time)

Instructor's Name _____ Division or College Area _____

Read "Standards for Evaluation" on reverse side before completing evaluation.	Satisfactory	Needs to Improve	Unsatisfactory
1. Ability to Communicate Knowledge of Subject Matter			
2. Ability to Motivate Interest			
3. Ability to Understand and Respect Students			
4. Organization of Course			
5. Availability and Willingness to Help Students Beyond Classroom			
6. Willingness to Accept Professional Responsibilities			
7. Demonstrates Flexibility in Approaches to Learning			

COMMENDATIONS:

RECOMMENDATIONS:

☐ Student Evaluation Completed

SUMMARY EVALUATION:

☐ Satisfactory ☐ Needs to Improve ☐ Unsatisfactory

SIGNATURES

Evaluator: _____ Date: _____

Evaluatee: _____ Date: _____

Signature of Evaluatee does not constitute an endorsement of the evaluation. The Evaluatee has the right to append this evaluation with a written statement.

White: Personnel Office Copy Yellow: Evaluatee Copy Pink: Evaluator Copy

APPENDIX I
COUNSELOR/SPECIALIST

PERFORMANCE FACTORS DEFINITIONS - BASIS FOR JUDGING

1. Relationship with Students: Warm, accepting and friendly, non-judgmental, sensitive, available.

2. Relationship with Faculty: Effective in conveying program goals, works with faculty in projects, Senate, etc., participates in college-wide concerns.

3. Professional Development: Keeps abreast of developments in field, attends conferences/workshops, publishes, takes course work, self-growth.

4. Work habits/Attitudes: Organizes work load, completeness, dependable, timely, accepts new responsibilities.

5. Supervisory Abilities: Is available and gives guidance, trains effectively.

6. Initiative in Program Planning: Participate i new/on-going program-related tasks, offers new ideas, implements new programs, change agent.

7. Overall Participation: General level of involvement in college activities.

8. Student Change or Development: Effective in motivating measurable or observable positive change in student behavior.

APPENDIX "1"

COUNSELOR/SPECIALIST

☐ Contract (Probationary) ☐ Regular (Tenured) ☐ Hourly (Part-Time)

Counselor/Specialist's Name _____ Date _____

Read "Criteria for Evaluation" on reverse side before completing evaluation.	Satisfactory	Needs to Improve	Unsatis-factory	Unable to Judge
1. Relationship with Students - (Individual) (Group)				
2. Relationship with Faculty				
3. Professional Development				
4. Work Habits and Attitudes				
5. Supervisory Abilities				
6. Initiative (in Program Development)				
7. Overall Participation				
8. Student Change or Development				

COMMENDATIONS:

RECOMMENDATIONS:

☐ Student Evaluation Completed ☐ Self-Evaluation Completed

SUMMARY EVALUATION:

☐ Satisfactory ☐ Needs to Improve ☐ Unsatisfactory

SIGNATURES

Evaluator: _____ Date: _____

Evaluatee: _____ Date: _____

Signature of Evaluatee does not constitute an endorsement of the evaluation. The Evaluatee has the right to append this evaluation with a written statement.

White: Personnel Office Copy Yellow: Evaluatee Copy Pink: Evaluator Copy

APPENDIX J
SUMMARY EVALUATION AND ASSESSMENT FORM

Librarians and College Nurse

Overall Assessment:

Meets Standards	Does Not Meet Standards
____	____
____	____

Commendations:

Recommendations for Improvement:

Signature of Evaluator	Date	Signature of Evaluatee	Date

Signature of Evaluatee does not constitute an endorsement of the evaluation. The Evaluatee has the right to append the evaluation with a written statement.

APPENDIX "K"
PROFESSIONAL SERVICES AGREEMENT

Effective July 1, 1986

Section 1. General.

Professional Services is an optional program whereby certificated personnel may retire from the District and enter into a contract with the District for certain special assignments to be determined by the District. Participation in the program shall be at the initiation of the employee, and at the discretion of the District, and shall be governed by an individual contract which shall meet the standards of this Program as provided below.

Section 2. Eligibility Requirements.

A. To be eligible to apply for this program, employees must meet the following requirements:

1. Have rendered service for a minimum of ten (10) years with the District.

2. Have been a full-time employee of the District throughout the immediate preceding five (5) years.

3. Have attained age 55, but not be older than age 64.

4. Have applied on or before June 1 of the year prior to retirement.

Section 3. Terms and Conditions.

A. Assignments shall be determined as follows:

1. Individuals interested in non-instructional assignments must submit a proposal stating the nature of the anticipated assignment to the Superintendent/President for review. Final action will be by the Board of Trustees.

2. Continuing assignments in the Early Retirement Program shall be reviewable on an annual basis. Participants must initiate a request to continue an assignment before the June 1 immediately prior to the start of the assignment. Final action will be by the Board of Trustees.

B. The compensation for participants will be determined by the District, such compensation to depend upon the nature of the assignment. The District will pay up to a maximum of five thousand dollars ($5,000) for assignments of a non-instructional nature.

C. Health and welfare benefits for Early Retirement Program participants will be in accordance with the provisions of Article XI, Section 2 and Section 3.

D. Early retirees no longer contribute to STRS and, therefore, acquire no further service credit toward retirement. The early retiree's retirement allowance will be computed on the basis of the service he had earned to the date of resignation.

E. Participants shall be independent contractors and not employees of the District.

F. Early retirees under this program are not covered by workers' compensation and are not reported to the District's carrier.

G. As an independent contractor, the retiree is responsible for reporting and paying all appropriate taxes on all contract payments.

H. As an independent contractor, the retiree should determine if he qualifies for social security as a self-employed person.

APPENDIX L
INSTRUCTIONAL TELEVISION

Section 1. Telecourses

For the purposes of this Agreement, all courses offered on television for Credit will be referred to as telecourses.

Section 2. Compensation

Telecourse instructors will be paid from the part-time hourly schedule. They will be paid for eighteen (18) weeks of instruction. Such pay will be the number of weeks times the number of hours of instruction per week as shown on the course outline for the particular course or its equivalent in the Glendale Community College curriculum. The large lecture class formula will be utilized based upon the number of students that take the mid-term examination.

Section 3. Other

The Guild shall be advised of changes in the telecourse delivery system adopted by the District which will result in work load increases. Such increases will not be implemented until negotiated between the Guild and the District.

All telecourses must be approved in the usual manner, needing Division approval, C & I approval, and Board approval.

APPENDIX M
OPTIONAL REDUCED WORKLOAD PROGRAM

Effective July 1, 1988

Section 1. General

The optional reduced workload program is established in accordance with the provisions of Education Code Sections 87483 and 22724 and provides conditions under which a certificated employee may be allowed to reduce his workload, in anticipation of retirement, from full-time to part-time duties and receive the same retirement credit that would have accrued had the employee been on full-time service.

Section 2. Eligibility Requirements

1. The employee shall have reached the age of fifty-eight (58) years of age by the start of the semester in which the work reduction begins.

2. The employee must retire after a maximum of five (5) years of reduced workload or at any time after one (1) year of reduced workload that the program is ended through mutual agreement of the employee and the District.

3. The first year of reduced workload is to be considered a trial period for the employee and a return to full-time status may be requested during this year. Such return to full-time status may only be resumed at the start of the next school year (which year would have been the second year of a reduced workload program).

4. The employee shall have been employed full-time in a position requiring certification for at least ten (10) years of which the immediately preceding five (5) years were full-time employment. Sabbaticals and other approved leaves do not constitute a break in service. However, such leaves are not used to compute the five (5) years of full-time service necessary for entry into the program.

5. The minimum assignment shall be half-time. Half-time employment shall be the equivalent of one-half the number of days of service required by the employee's contractual assignment during the final year of service in a full-time position. An employee may request a minimum assignment which is:

   a. One hundred percent assignment for one semester and no assignment for the second semester.

   b. A fifty percent assignment for each of two (2) semesters.

   c. Fifty percent or more for both semesters of the college year.

Section 3. Compensation Details

1. The employee shall be paid a part-time salary prorated on the basis of the full-time salary for the position in which he serves. He shall retain health benefits provided for by statute in the same manner as a full-time employee. All other rights and benefits shall be provided in accordance with applicable statutes and/or District policies.

2. The District and the employee shall each contribute to the State Teachers' Retirement Fund the amount that would have been contributed if the employee were employed on a full-time basis. At least fifteen (15) working days prior to any period in which the employee is not working at least part-time, a lump sum payment equal to the retirement contribution due for that period shall be remitted to the District. That amount and the District contribution shall be forwarded to the State Teachers' Retirement System.

Section 4. Leaves of Absence

1. In the event an employee requests leave without pay for any reason, the salary received for the school year must not be less than half the salary the employee would have earned if employed on a full-time basis. If an employee is paid less than half of the full-time salary, the minimum participation requirements will not have been met.

2. Employees who are participating in the Optional Reduced Workload Program are not eligible for sabbatical leave.

Section 5. Application and Termination

1. The option of part-time employment shall be exercised by the employee to the Director, Certificated Personnel, on a form to be provided by the District.

2. Applicants who wish to begin this option for part-time employment in the fall semester of an academic year shall submit their applications by the preceding March 15. Applicants who wish to begin their option for part-time employment in the spring semester of an academic year shall submit their applications by the preceding October 15.

3. During the first year of the reduced workload program, termination of the program may be initiated by the employee and such termination will not require the mutual consent of the District.

4. During the second through the fifth year of the reduced worklaod program, the option may be revoked or altered within code limitations only with the mutual consent of the employee and the District.

5. An employee may participate in the reduced workload program for a maximum of five (5) years.

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